

REGAINING AGREEMENT

WEEN

CHOSEN FREEHOLDERS

venue

07306

OF PAINTERS

## TABLE OF CONTENTS

	<u>Page</u>
INTRODUCTORY STATEMENT .....	1
ARTICLE I Recognition .....	2
ARTICLE II Union Security.....	3
ARTICLE III Pledge against Discrimination and Coercion .....	4
ARTICLE IV Union Activity, Visitation and Bulletin Boards .....	5
ARTICLE V Probationary Employees .....	7
ARTICLE VI Seniority .....	8
ARTICLE VII Longevity.....	11
ARTICLE VIII Wages and Minimums .....	12
ARTICLE IX Hours of Work.....	13
ARTICLE X Overtime .....	14
ARTICLE XI Shifts and Shift Differential .....	15
ARTICLE XII Holidays.....	16
ARTICLE XIII Vacations .....	18
ARTICLE XIV Sick Leave .....	21
ARTICLE XV Personal Days.....	23
ARTICLE XVI Paid Leave .....	24
ARTICLE XVII Unpaid Leave .....	26
ARTICLE XVIII Retirement Allowance.....	28
ARTICLE XIX Insurance.....	29
ARTICLE XX Leave of Absence Due to Job-Related Injury.....	30
ARTICLE XXI Pension .....	31
ARTICLE XXII Disability .....	32
ARTICLE XXIII Management Rights .....	33
ARTICLE XXIV Resignation.....	35
ARTICLE XXV Discharge and Penalties .....	36
ARTICLE XXVI No Strike or Lockout.....	37

## TABLE OF CONTENTS (cont'd)

	<u>Page</u>
ARTICLE XXVII      Grievance Procedure .....	38
ARTICLE XXVIII    Arbitration .....	40
ARTICLE XIX        Effect of Legislation - Separability .....	41
ARTICLE XXX        Safety and Health Committee .....	42
ARTICLE XXXI       Provisional Employees.....	43
ARTICLE XXXII      Sale of Hospital Facilities .....	44
ARTICLE XXXIII    Effective Date and Duration of Agreement.....	48

## **INTRODUCTORY STATEMENT**

**THIS AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 1996, by and between the **HUDSON COUNTY BOARD OF CHOSEN FREEHOLDERS**, located at 567 Pavonia Avenue, Jersey City, New Jersey 07306 ("County"), and **INTERNATIONAL BROTHERHOOD OF PAINTERS, LOCAL 377**, with its offices at 130 Central Avenue, Jersey City, New Jersey 07306 ("Union"), acting herein on behalf of the employees of said County, as hereinafter defined, now employed and hereafter to be employed and collectively designated as the "Employees."

### **WITNESSETH:**

**WHEREAS**, the County recognizes the Union as the sole and exclusive collective bargaining representative for the employees covered by this Agreement as hereinafter provided; and

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

**ARTICLE I**  
**RECOGNITION**

The County recognizes **INTERNATIONAL BROTHERHOOD OF PAINTERS, LOCAL 377**, as the sole and exclusive bargaining agent for all employees covered by this Agreement in all matters pertaining to rates of pay, wages (salaries), hours of work, benefits and other terms and conditions of employment.

**ARTICLE II**  
**UNION SECURITY**

All present employees covered by this Agreement may join the Union and become members of the Union.

Consistent with the other provisions of this Agreement and the laws of the State of New Jersey, the parties recognize that public employees have and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to form, join and assist the Union, or to refrain from any such activity.

The Union may supply membership packets, which contain information for distribution to new employees, including the role of the Union, the membership application and a copy of this Agreement, as well as other material mutually agreed to by the County and the Union. The County agrees to distribute such membership packets to new employees during the initial phase of employment.

### ARTICLE III

#### PLEDGE AGAINST DISCRIMINATION AND COERCION

1. A. The provisions of this Agreement shall be applied equally to all Employees, without discrimination as to age, sex, sexual orientation, perceived sexual orientation, disability, perceived disability, marital status, race, color, creed, national origin, or political affiliation. Both the County and the Union shall bear the responsibility for complying with this provision of the Agreement. All Employees are entitled to fair and equitable treatment by supervision and management with regard to the terms and conditions of employment that affect them.

B. The County agrees not to interfere with the rights of Employees to become members of the Union. There shall be no discrimination, interference, restraint, or coercion by the County, or by the County's representatives against any Employee because of Union membership.

2. The Union agrees not to interfere with the rights of Employees not to become members of the Union. There shall be no discrimination, interference, restraint, or coercion by the Union, or by the Union's representatives, against any employee because of non-membership in the Union.

## ARTICLE IV

### UNION ACTIVITY, VISITATION AND BULLETIN BOARDS

1. A representative of the Union shall have reasonable access to the County, as in past practice, for the purpose of conferring with management, shop stewards of the Union and/or employees, and for the purpose of administering this Collective Bargaining Agreement. A shop steward intending to go to a department, other than one he/she represents, shall follow the same procedure as has been practiced in the past.

2. A. The County will provide space on centrally located bulletin boards, which will be for the exclusive use of the Union. The space provided on each bulletin board will minimally approximate 30" x 30" in size, or the equivalent.

B. Materials to be posted on such bulletin boards will be delivered to designated County officials by the Union, prior to the proposed posting.

C. Materials to be posted will consist of the following:

- i. Notices of Union meetings;
- ii. Notices concerning official Union business; and
- iii. Notices covering social and recreational events.

D. No materials will be posted that contain profane or obscene language or that are defamatory of the County, or its representatives and employees, or that are critical of or condemn the methods, policies or practices of the County, except as they apply to Union negotiations.



3. A. County agrees to provide a total of fifteen (15) days leave of absence with pay per year for stewards of the Union to attend Union activities.

B. The leave is to be used exclusively for participation in statewide Union conventions or for other regularly scheduled meetings or conventions of labor organizations with which the Union is affiliated, or for training programs for stewards and Union officers, and for which appropriate approval by the County is required. Written notice, from the Union, of the authorization of an individual to utilize such leave time shall be given to the Personnel Office where the individual is employed, at least twenty-one (21) days in advance of the date or dates of such meeting.

## ARTICLE V

### PROBATIONARY EMPLOYEES

Newly hired permanent employees shall be considered probationary for a period of ninety (90) days from the day they begin employment, excluding time lost for sickness and other approved leaves of absence.

Where a new employee being trained for a job spends less than twenty-five (25%) percent of his/her time on the job, only such time spent on the job shall be counted as employment for purposes of computing the probationary period.

During or at the end of the probationary period, the County may discharge any such employee, at will, and such discharge shall not be subject to the grievance and arbitration provisions of this Agreement.

## ARTICLE VI

### SENIORITY

#### 1. Definition

A. Bargaining Unit seniority is defined as the length of time an employee has been continuously employed in any capacity in the County.

B. Classification seniority shall be defined as the length of time an employee has worked continuously in a specific job classification, within the County, and in the department.

#### 2. Accrual

A. An employee's seniority shall commence after the completion of his/her probationary period, and shall be retroactive to the date of his/her last hire.

B. Bargaining Unit seniority shall accrue during a continuous authorized leave of absence, without pay, up to one (1) year or for the period of maternity leave, provided that the employee returns to work immediately following the expiration of such leave of absence; during an authorized leave of absence with pay; during a period of continuous layoff, not to exceed the greater of one (1) year, or as provided for by Civil Service rules and regulations, if the employee is recalled into employment; and during a sick leave.

C. An employee on layoff accrues no additional sick leave or vacation credits. When an employee is recalled from layoff and reinstated, he/she is considered to have continuous service credit for computation of future earned vacations.

D. Classification seniority shall accrue during the periods specified in subparagraph B, above, and during the time an employee works in a specific job classification.

For purposes of computing vacation entitlement, all part-time employees shall accrue seniority as set forth in subparagraphs A, B, and C above.

3. Loss of Seniority

An employee's seniority shall be lost when he/she:

A. Voluntarily resigns.

B. Is discharged for just cause.

C. Willfully exceeds an official leave of absence.

D. Is laid off for a period of one (1) year, or a period as provided for by Civil Service rules and regulations, whichever is greater.

E. Fails to return to work on a recall from layoff, within five (5) calendar days of the date of receipt of the notice of certification for recall, or within ten (10) days of the mailing of the certification of recall to the employee's last known address, unless the employee has a valid reason for inability to respond.

4. Application

A. Bargaining Unit seniority shall apply to the computation and determination of eligibility of all benefits, where length of service is a factor, pursuant to this Agreement.

B. Classification seniority shall apply in layoffs and recalls, and for scheduling of vacations, as herein provided.

5. The County will adhere to the New Jersey Department of Personnel Rates and Regulations governing layoffs, seniority, demotional rights, and recalls as contained in N.J.A.C. 4A:8-1.1, et seq.

## ARTICLE VII

### LONGEVITY

1. The County of Hudson, recognizing the importance of long-term employees of the County of Hudson, sets forth the following Longevity Program, which shall be:

A. For employees with more than five (5) years of service, but not more than ten (10) years of service - \$200 per annum.

B. For employees with more than ten (10) years of service, but not more than fifteen (15) years of service - \$400 per annum.

C. For employees with more than fifteen (15) years of service, but not more than twenty (20) years of service - \$600 per annum.

D. For employees with more than twenty (20) years of service, but not more than twenty-five (25) years of service - \$800 per annum.

E. For employees with twenty-five (25) years of service - \$1,000 per annum.

2. The Longevity Program shall be implemented only for full-time employees. Employees working less than a regular full-time schedule shall not be eligible for longevity.

## ARTICLE VIII

### WAGES AND MINIMUMS

1. A. Effective and retroactive to July 1, 1994, employees in the Bargaining Unit shall receive a three percent (3%) hourly rate wage increase applied to the hourly rate in effect on June 30, 1994.

B. Effective July 1, 1995, employees in the Bargaining Unit shall receive a three percent (3%) hourly rate wage increase applied to the hourly rate in effect June 30, 1995.

C. Effective June 23, 1995, the starting salary shall be fixed at \$30,967 per year for the duration of this Agreement.

2. Salaries for current employees and newly-hired employees shall be paid biweekly on a two-week lagging basis, with the employee's paycheck to be issued two weeks after the closing date of the pay period. Biweekly pay shall be computed by dividing the employee's regular annual salary by the number of pay periods in the then current calendar year.

3. The benefits of this Contract shall apply only to those employees on the payroll as of March 28, 1995, as well as to those who resigned in good standing, retired, or were on medical leave of absence from June 30, 1994 to March 28, 1995. Persons who were terminated for cause or who resigned not in good standing between June 30, 1994 and March 28, 1995, shall not be entitled to benefits hereunder.

## **ARTICLE IX**

### **HOURS OF WORK**

The policies and past practices of the County, with respect to hours of work, and meal and rest periods, in effect on the date of the signing of this Agreement, shall be continued for the duration of this Contract.



## ARTICLE X

### OVERTIME

1. The policies and past practices of the County with respect to overtime, including assignment of such time and compensation for same, in effect on the date of the signing of this Agreement, shall be continued during the term of this Contract.

2. If an employee is required to work overtime, he/she shall be guaranteed not less than four (4) hours work for which he/she shall be paid at the overtime rate.

## **ARTICLE XI**

### **SHIFTS AND SHIFT DIFFERENTIALS**

1. It is agreed that employees now receiving a shift or continuous operation differential and who continue to be entitled to such shift or continuous operation differential under established past practice shall continue to receive such shift or continuous operations differential for the duration of this Agreement. The parties agree that for the duration of this Agreement, there shall not be an expansion of shift or continuous operation differential coverage after the signing of this Agreement.

2. Employees desiring to transfer to other jobs shall submit an application, in writing, to their immediate supervisor. The application shall state the reason for the requested transfer.

## ARTICLE XII

### HOLIDAYS

1. The holiday schedule in effect at the time of the signing of this Agreement shall remain in effect for the duration of this Agreement, unless it is increased by the County.

2. Employees shall be entitled to the following paid holidays within each year:

- |                                      |                    |
|--------------------------------------|--------------------|
| ▪ New Year's Day                     | ▪ Independence Day |
| ▪ Martin Luther King, Jr.'s Birthday | ▪ Labor Day        |
| ▪ Lincoln's Birthday                 | ▪ Columbus Day     |
| ▪ Washington's Birthday              | ▪ Veteran's Day    |
| ▪ Good Friday                        | ▪ Election Day     |
| ▪ Memorial Day                       | ▪ Thanksgiving Day |
|                                      | ▪ Christmas Day    |

3. A. Recognizing that the County, in some of its operations, works every day of the year and it is not possible for all employees to be off on the same day, the County shall have the right to require an employee to work on any of the holidays herein specified. However, the County agrees that, within the framework of the County's staffing needs and levels, holidays be matched, to the fullest extent possible, without imposing additional costs (overtime or new personnel) on the County, or unacceptable service, as determined by the County.

B. In the event an employee is required to work on any one of the legal holidays named in Section 2 above, he/she shall be paid his/her regular pay for all hours worked on the holiday, and shall receive an additional day off with regular pay, within thirty (30) days of the holiday, or an extra day's regular pay in lieu thereof, as determined by the County.

C. Employees shall be eligible for holiday pay under the following conditions:

i. An employee would have been scheduled to work on such a day, unless the employee is on a day off, vacation or sick leave.

ii. If a holiday is observed on an employee's day off or during his/her vacation, he/she shall be granted an additional day off for the unworked holiday, within one (1) month of the date on which it occurred.

iii. The employee worked his regular workday before the holiday, and the first regularly scheduled workday after the holiday.

4. For the purpose of computing overtime, all holiday hours (worked or unworked) for which an employee is compensated shall be regarded as hours worked.

## ARTICLE XIII

### VACATIONS

1. Employees hired on January 1, 1979 and after, who are covered by this Agreement, shall be granted the vacation schedule below:

A. First year of employment - one (1) day per month, up to the end of the first calendar year.

B. Beginning the second calendar year of employment through the fifth calendar year, twelve (12) working days.

C. Beginning the sixth calendar year through the fifteenth calendar year, fifteen (15) working days.

D. Beginning the sixteenth calendar year through the thirtieth calendar, twenty (20) working days.

E. Beginning the thirty-first calendar year and thereafter, twenty-five (25) working days.

2. Employees hired prior to January 1, 1979, and who are covered by this Agreement, shall be granted the vacation schedule below:

A. One (1) working day a month up until the end of the first calendar year;

B. Fifteen (15) working days thereafter until the completion of fifteen (15) years;

C. Twenty (20) working days from the beginning of the sixteenth year to the end of the thirtieth year.

D. Beginning on the thirty-first year, twenty-five (25) working days.

3. Employees employed by the County for greater than 25 consecutive years shall be entitled to the following vacation schedule:

- 25 years – 25 days
- 26 years – 26 days
- 27 years – 27 days
- 28 years – 28 days
- 29 years – 29 days
- 30 years and greater – 30 days

In all other respects, vacation entitlement shall remain unchanged.

4. Employees shall be entitled to use only two (2) weeks vacation during prime time in accordance with past practice.

5. An employee may use accrued vacation time as an emergency vacation when the employee and supervisor agree it is necessary.

6. Vacation schedules shall be established taking into account the wishes of the employees and the needs of the County. Where there is a conflict in choice of vacation time among employees, classification seniority shall prevail.

7. Unless good cause is shown, the County shall respond to the employee's vacation request within thirty (30) days after the deadline or deadlines established by the County for submission of vacation requests.

8. The vacation eligibility year shall be as heretofore based on the calendar year. If, during any part of the calendar year, an employee reaches a new plateau, he/she will get the total vacation.

9. No part of an employee's scheduled vacation may be charged to sick leave. Vacations shall be taken each year and may not be accrued from one year to year, except that vacation leave not used in a calendar year because of business necessity be used during the next succeeding year only, in accordance with N.J.A.C. 4A:6-1.2(e).

10. Vacation pay shall be based upon the employee's regular pay.

11. An employee shall be paid his/her vacation pay before starting his/her vacation, provided such vacation is scheduled at least thirty (30) days in advance. An employee may request that the County defer vacation pay.

12. Absences due to established illness, maternity leave or injury up to one (1) month shall be considered as time worked in determining the amount of vacation pay for employees.

13. An employee who has quit, or who has been discharged, or who has lost his/her seniority pursuant to the terms of Article VI, and who has not received his/her vacation from work with pay to which he/she is entitled, shall receive a vacation allowance on a pro-rated basis.

## ARTICLE XIV

### SICK LEAVE

1. Any employee covered by this Agreement, contracting or incurring any non-service sickness or disability that renders such employee unable to perform the duties assigned by the County, shall receive sick leave with pay as follows:

A. An employee shall be afforded sick leave on the basis of one (1) working day per month, up to the end of the first calendar year, and fifteen (15) days for each calendar year thereafter.

B. In each full calendar year thereafter, he/she shall be entitled to fifteen (15) days sick leave. The leave is credited in advance at the beginning of the year in anticipation of continued employment for the full year, and may be used on that basis as provided above.

C. Sick leave shall be earned by an employee for any month in which he/she is compensated for any part of any day, whether or not the employee actually worked in said month.

2. An employee commences earning sick leave from the day of hiring and as long as he/she is actively working or being compensated for vacation, personal leave or sick time.

3. Pay for any day of sick leave shall be at the employee's regular pay.

4. To be eligible for benefits under this Article, an employee who is absent due to illness or injury must notify his/her supervisor as soon as possible before the start of his/her regularly scheduled workday, unless proper excuse is presented for the employee's inability to call.

5. Sick days not taken by an employee in any one year shall then accumulate from year to year, without limit.



6. Employees who have been on sick leave may be required to be examined by the County's Health Service physician before being permitted to return to duty. The Employer may request an employee to bring in a doctor's certificate.

7. If an employee resigns, is dismissed or is laid off and has exceeded his/her allowable sick leave, the excess sick leave paid shall be deducted from any monies due him/her from the County at the time of resignation, layoff or dismissal.

8. Sick Leave Bonus: The sum of \$100, less payroll deductions shall be paid to each employee who uses five (5) or less sick days during the course of the preceding twelve (12) month period in the calendar year, December included, to be paid on the last regular pay day in December.

## **ARTICLE XV**

### **PERSONAL DAYS**

Each employee in the Bargaining Unit shall be entitled to two (2) paid personal days. Employees shall receive one (1) additional personal day per year for a total of three (3) days per year, after five (5) years of employment with the County.

Requests for personal days shall be made in writing at least twenty-four (24) hours in advance and approved in advance of the requested date(s) by the employee's immediate supervisor. Personal days may be granted on short notice in the event of an emergency.

New employees shall have been in the employ of the County for one (1) full year of continuous service before being entitled to paid personal days under this Agreement.

Personal days must be used within the twelve (12) calendar months in the calendar year in which such days are earned. There shall be no carryover or banking of personal days.

## ARTICLE XVI

### PAID LEAVE

Employees shall be entitled to paid leave as follows:

#### 1. Funeral Leave

A. An individual shall be given three (3) days with pay as funeral leave, for a death in the employee's immediate family.

B. An employee's immediate family shall consist of the following: mother, father, son, daughter, sister, brother, wife, husband, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparent, and grandchild.

C. In the case of the death of the employee's aunt or uncle, the employee will be granted leave with pay only for the day of the funeral.

D. Matters of special circumstances involving proper identification of the immediate family or involving an extension of leave time, with or without pay, shall be at the sole discretion of the County.

E. Funeral leave shall be defined as leave granted for bereavement purposes, and its use for any other purpose is prohibited.

#### 2. Jury Duty

A. Jury duty is the responsibility of every citizen. Therefore, unless there is strong evidence that the employee's absence from work would seriously impair, in any way, the operation of his/her position, the employee shall be expected to serve.

B. Regardless of the length of time in performing this responsibility, the employee's service record will remain unbroken.

C. The employee will receive pay during the period of jury service, equal to his regular wages. A statement of jury earnings and time served must be supplied by the employee to the County to allow verification of same.

D. If an employee reports for jury duty and is excused that day, he/she shall be required to report back to his/her job for work, as soon as practical thereafter, except such employee shall not be required to do so in said instance if there is less than four (4) hours remaining in his/her work shift.

## ARTICLE XVII

### UNPAID LEAVE

Employees shall be eligible for unpaid leave in accordance with the following:

1. Childbirth Leave: A) Childbirth leave without pay for a period of not more than one (1) year may be granted to any employee for the birth or adoption of a child. B) This Article shall be interpreted in accordance with the Civil Rights Act of 1964, as amended, and with the New Jersey Family Leave Act, N.J.S.A. 34:11B-1, et seq.
2. Military Leave: Leaves of absence for the performance of duty with the United States Armed Forces or with a Reserve component thereof shall be granted for the initial period of military service, or in accordance with applicable law.
3. Union Business: A leave of absence for a period not to exceed one (1) year shall be granted to employees with one (1) or more years of Bargaining Unit seniority in order to accept a full-time position with the Union. The number of employees granted leave under this provision shall be reasonable.
4. Three (3) members of the Union, selected by the Union to participate in any other Union activity may be granted a leave of absence, without pay, at the request of the Union, for a period not to exceed one (1) month.
5. Other Leaves. Leaves of absence without pay for other reasons will not be unreasonably denied by the County.

6. While on an unpaid leave of absence, an employee shall not be entitled to earn holiday pay or to accrue sick leave time or seniority, except as provided in Article XIV. When an employee returns to work following an involuntary leave of absence or voluntary leave of thirty (30) days or less, he/she shall be reinstated to his/her former position with seniority. An employee who returns to work from a voluntary leave of absence of more than thirty (30) days will be reinstated to his/her former job or another position within the same classification.

## ARTICLE XVIII

### RETIREMENT ALLOWANCE

1. Employees who retire shall use all of their accumulated vacation leave prior to the effective date of retirement.
2. Upon retirement, an employee shall receive a cash payment calculated at the rate of one (1) day's pay for each three (3) days of unused annual accumulated sick leave. The maximum retirement leave payment to any one employee shall not exceed five thousand (\$5,000) dollars.
3. If the current budget does not permit immediate payment upon retirement, then such payment may be made after November 15<sup>th</sup>, but in no event later than the following January. If an employee retires but dies prior to the payment of retirement leave, the County shall pay the employee's estate the retirement leave pay.

## ARTICLE XIX

### INSURANCE

1. The County shall provide the same insurance and health benefits to the Union as it provides in the Local 1199J Collective Bargaining Agreement.

2. The Union agrees to participate in an insurance review committee made up of a representative of each union to review the possibility of changing health/medical insurance during the term of this Agreement.

3. The co-payment for prescription drug coverage shall be \$5 for non-generic drugs, and \$1 for generic drugs.

4. The County and Union shall cooperate to secure state approval for the implementation of an employee-paid upgrade in the current dental insurance plan. Such upgrade will be at no expense to the County. If implemented, the County will exert its best effort to assure that employee payments for the dental upgrade are treated as pre-tax income.



## ARTICLE XX

### LEAVE OF ABSENCE DUE TO JOB-RELATED INJURY

1. An employee covered by this Agreement who is disabled because of a job-related injury or disease shall be granted a leave of absence with base salary pay as in effect at the time of injury. Such leave shall be granted with full pay, with reduced pay, or with full pay for a certain period and reduced pay thereafter, at the sole discretion of the County.

2. Such leave may be granted for up to one (1) year from the date of injury or illness, and shall be based on medical or other proof of the injury or illness, and the continuing disability of the employee.

3. Any amount of salary or wages paid or payable to an employee for disability leave shall be reduced by the amount of the Worker's Compensation award under the New Jersey Worker's Compensation Act for temporary disability.

## **ARTICLE XXI**

### **PENSION**

Employees shall continue to receive pensions and retirement pursuant to the provision of State law and local ordinances.

## **ARTICLE XXII**

### **DISABILITY**

The County shall, as of January 1, 1984, establish a Disability Plan, covering all employees, which shall be the New Jersey Disability Compensation Plan, for which the employee and the County are required to make equal payments.

## ARTICLE XXIII

### MANAGEMENT RIGHTS

1. Except as this Agreement otherwise specifically provides, the County retains the exclusive right to hire, direct, assign and schedule the working force; to plan, direct and to control operations; to discontinue, subject to the provisions of Paragraph 4 of this Article, or reorganize or combine any Department or Branch of operations with any consequent reduction or other change in the working force; to hire and lay off employees; to promulgate rules and regulations and enforce same; to introduce new or improved methods or facilities, regardless of whether or not the same cause a reduction in the working force; and, in all respects to carry out, in addition, the ordinary and customary functions of management.

2. The Union, on behalf of the employees, agrees to cooperate with the County to attain and maintain full efficiency in its operations, and the County agrees to receive and consider constructive suggestions submitted by the Union toward these objectives.

3. There shall be no individual agreements between employees and the County. This Agreement contains the full understanding between the parties, and cannot be modified except by written agreement between the parties.

4. A. If, during the term of this Agreement, the County contracts out, or subcontracts, work normally performed by employees covered by this Agreement, employees affected will be given every priority available to continue their employment within their classification, or any other position available for which they are qualified, prior to lay off or similar action.

B. The County agrees to meet with the Union to discuss all incidents of contracting or subcontracting whenever it becomes apparent that a layoff or job displacement will result.

5. The County expressly retains and reserves its managerial prerogative to assign, transfer, promote and otherwise move employees to different positions and/or locations.

## ARTICLE XXIV

### RESIGNATION

1. An employee who resigns shall give the County at least ten (10) days advance notice.
2. An employee who gives notice of resignation as provided above or whose employment is terminated shall be entitled to receive pro-rated payment for unused vacation time accrued on the effective date of the resignation or termination.
3. In case of death of an employee, unused vacation entitlement shall be paid to the deceased employee's estate.

## ARTICLE XXV

### DISCHARGE AND PENALTIES

1. The County shall have the right to discharge, suspend or discipline any employee for cause. Such disciplinary actions may be reviewed under the contractual grievance and arbitration procedure to the extent permitted by law.

2. The County will notify the Union, in writing, of any discharge or suspension within forty-eight (48) hours from the time of discharge or suspension. If the Union desires to contest the discharge or suspension, it shall give written notice thereof to the County within five (5) working days, but no later than ten (10) working days from the date of receipt of notice of discharge or suspension. In such event, the dispute shall be submitted and determined under the grievance and arbitration procedure hereinafter set forth to the extent permitted by law; however, commencing at Step 3 of the grievance machinery.

3. All time limits herein specified shall be deemed exclusive of Saturdays, Sundays and holidays.

## ARTICLE XXVI

### NO STRIKE OR LOCKOUT

1. No employee(s) shall engage in any strike, sit-down, slow-down, sit-in, cessation or stoppage or interruption of work, boycott, or other interference with the operations of the County.

2. The Union, its officers, agents, representatives and members shall not in any way, directly or indirectly, authorize, assist, encourage, participate in or sanction any strike, sit-down, sit-in, slow-down, cessation or stoppage or interruption of work, boycott, or other interference with the operations of the County, or ratify, condone or lend support to any such conduct or action.

3. In addition to any other liability, remedy or right provided by applicable law or statute, should a strike, sit-down, sit-in, slow-down, cessation or stoppage or interruption of work, boycott, or other interference with the operations of the County occur, the Union within twenty-four (24) hours of a request by the County, shall:

A. Publicly disavow such action by the employees.

B. Advise the County in writing that such action by the employees has not been called or sanctioned by the Union.

C. Notify employees of its disapproval of such action and instruct such employees to cease such action and return to work immediately.

D. Post notices on Union Bulletin Boards advising that it disapproves such action, and instruct such employees to cease such action and return to work immediately.

4. The County agrees that it will not lock out employees during the term of this Agreement.



**ARTICLE XXVII**  
**GRIEVANCE PROCEDURE**

1. A grievance shall be defined as a dispute or complaint arising between the parties hereto under this Agreement or the interpretation, application, performance or any alleged breach thereof, and shall be processed and disposed of in the following manner:

Step 1: Within ten (10) days time (except as provided in Article XXV), an employee having a grievance and/or his/her shop steward or other representative shall take it up with the employee's immediate supervisor. The County shall give its answer to the employee and his/her shop steward, or other representative, within five (5) working days after the presentation of the grievance to Step 1.

Step 2: If the grievance is not settled in Step 1, the grievance shall, within five (5) working days after the answer in Step 1, be presented to Step 2. When grievances are presented to Step 2, they shall be reduced to writing, signed by the grievant or his/her Union representative, and presented to the grievant's department head or his/her designee. A grievance so presented to Step 2 shall be answered by the County, in writing, within five (5) working days after its presentation.

Step 3: If the grievance is not settled in Step 2, the grievance shall, within five (5) working days after the answer in Step 2, be presented to Step 3. A grievance shall be submitted in this Step to the Personnel Director, or his/her designee, in writing, within ten (10) working days after the presentation of the grievance to this Step.

Failure on the part of the County to answer a grievance at any Step shall be deemed a denial and permit the Union to proceed to the next Step.

Anything to the contrary herein notwithstanding, a grievance concerning a discharge or suspension may be presented initially at Step 3 in the first instance, within the time limit specified in Article XXV, Section 2.

Without waiving its statutory rights, the County may submit a grievance directly to Step 3 by notice in writing addressed to the Union at its offices.

2. All time limits herein specified shall be deemed to be exclusive of Saturdays, Sundays and holidays.

3. Any disposition of a grievance from which no appeal is taken within the time limits specified herein shall be deemed resolved, and shall not, thereafter, be considered subject to the grievance and arbitration provisions of this Agreement.

4. A grievance that affects a substantial number or class of employees, and which the County representative, designated in Steps 1 and 2, lacks authority to settle, may initially be presented to Step 3 by the Union representative.

5. Nothing herein shall prevent any employee from processing his/her own grievance, provided a Union representative may be present at any hearing on the individual's grievance.

## ARTICLE XXVIII

### ARBITRATION

1. A grievance, as defined in Article XXIX, which has not been resolved thereunder may, within fifteen (15) working days after completion of Step 3 of the grievance procedure, be referred for arbitration by the County, or the Union. The arbitration shall be conducted under the Voluntary Labor Arbitration Rules of the Public Employment Relations Commission (PERC), in effect at that time. Matters for which an appeal mechanism is prescribed by law to the Civil Service Commission shall not be submitted to arbitration.

2. The fees and expenses of the arbitrator shall be borne equally by the parties.

3. The award of an arbitrator hereunder shall be final and binding upon the County, the Union and employees.

4. The arbitrator shall have jurisdiction only over disputes arising out of the grievances, as defined in Section 1 of Article XXIX and he/she shall have no power to add to, subtract from or modify in any way any of the terms of this Agreement.

## **ARTICLE XIX**

### **EFFECT OF LEGISLATION - SEPARABILITY**

It is understood and agreed that all agreements herein are subject to all applicable laws now or hereafter in effect, and to the lawful regulations, rulings and orders of regulatory commissions or agencies having jurisdiction. If any provision of this Agreement is in contravention of the laws or regulations of the United States or of the State of New Jersey, such provisions shall be superseded by the appropriate provision of such law or regulation, so long as same is in force and effect, but all other provisions of this Agreement shall continue in full force and effect.

## **ARTICLE XXX**

### **SAFETY AND HEALTH COMMITTEE**

The County shall create a multiple Union Safety and Health Committee consisting of representatives of all non-uniformed Bargaining Units.

## **ARTICLE XXXI**

### **PROVISIONAL EMPLOYEES**

Bargaining Unit employees who hold provisional status under Civil Service law and are hired after March 28, 1995, may be terminated by the County at will, and with no recourse to the contractual grievance and arbitration procedure, during their first six months of employment. Such employees may process any disciplinary action taken against them other than termination under the contractual grievance and arbitration procedure to the extent permitted by law. Such employees shall accrue seniority from their date of hire.

## ARTICLE XXXII

### SALE OF HOSPITAL FACILITIES

A. In the event the County sells, conveys, assigns or transfers B.S. Pollak Hospital, the Meadowview Hospital Complex, or both, to any other party or parties (the "Buyer(s)") during the term of this Agreement, (i.e., July 1, 1994 to June 30, 1996), the following conditions shall apply:

1. The County shall require the Buyer(s) to assume the provisions of this collective negotiations agreement; provided, however, that the Buyer(s) shall not be required to assume any obligation pertaining to pensions, medical insurance provided to bargaining unit employees under the New Jersey State Health Benefits Plan, or any State or Federal statute or regulation not applicable to employees in private employment.

2. The County shall require that the Buyer(s) in filling the Buyer(s) hiring needs, employ those County employees who are laid off from County employment as a result of the sale, conveyance, assignment or transfer. Vacancies shall be filled as among qualified employees within a classification on the basis of seniority.

3. In the event the County sells, conveys, assigns or transfers B.S. Pollak Hospital, the Meadowview Hospital Complex, or both, to any other party or parties (the "Buyer(s)") during the term of this Agreement, (i.e., July 1, 1994 to June 30, 1996), the following provisions concerning the rights of employees to bid on available County positions shall apply:

Employees who would otherwise be laid off from County employment as a result of the sale, conveyance, assignment or transfer may bid on available vacancies in titles contained in this bargaining unit. Notices of vacancies will be posted on all bulletin boards in work locations where bargaining unit employees are assigned.

- a. Only employees who are qualified for the vacant positions will be considered. The County will determine employees' qualifications and appoint the employee(s) the County deems most qualified to hold the position(s).
- b. In cases where qualified employees' qualifications are deemed by the County to be equal, employees will be appointed in order of seniority as defined in this collective negotiations agreement.
- c. Vacancy notices will be displayed for five (5) business days.

2. Employees who would otherwise be laid off from County employment as a result of the sale, conveyance, assignment or transfer may bid on available vacancies in non-union titles and titles contained in other County bargaining units. Vacancy notices will be displayed on all bulletin boards in work locations where employees represented in this bargaining unit are assigned, unless such posting is prohibited by the County's collective negotiations agreement(s) with the union(s) that represent(s) the vacant position(s).

- a. Only employees who are qualified for the vacant positions will be considered.
- b. The County will determine employees' qualifications, and appoint the employee(s) the County deems most qualified to hold the position(s).
- c. Employees' eligibility for positions represented by other unions is subject to any limitations contained in other unions' contracts and/or contained in any practice established under the other unions' contracts.
- d. Vacancy notices will be displayed for five (5) business days unless otherwise provided for in the contract of the union that represents the posted position.
- e. Employees shall not be permitted to bid on vacancies in positions in the unclassified service for which approval of the Board of Chosen Freeholders for appointment is required by law, or on vacancies in positions in Judiciary, in the Offices of the Sheriff, Prosecutor, Register, County Clerk, Surrogate or any constitutional officer not contained in the bargaining unit, or in any independent authority or agency.

3. Employees who have been laid off from the County employment as a result of the sale, conveyance, assignment or transfer will have the right to bid on available vacancies in



titles contained in this bargaining unit under the terms and conditions set forth in Section B, paragraph 1, above, for a period of one year from the date of the sale, conveyance, assignment or transfer.

4. The County will notify the Union of available vacancies as soon as possible after a determination has been made by the County to fill the vacancies. The Union has the obligation to notify any employees who were laid off as a result of the sale, conveyance, assignment or transfer of the available vacancies.

5. Eligible employees who are still in the County's employ must submit their bids for an available vacancy to the Office of the County Director of Personnel not later than the final day the vacancy is posted. Eligible employees who have been laid off must submit their bids for an available vacancy to the Office of the County Director of Personnel with ten (10) business days of the day the County notifies the Union of the available vacancy. These deadlines may be extended by mutual consent of the County and Union.

6. Nothing in this Section shall supersede, negate or modify the rights of any person, whether or not employed by the County, under the rules and regulations of the New Jersey Department of Personnel (Civil Service). The County will not post vacancies for positions covered by any New Jersey Department of Personnel (Civil Service) Certification, Promulgated List, Reemployment List or Special Reemployment List, or vacancies for positions that have been announced in the monthly bulletin published by the New Jersey Department of Personnel. No employee shall be considered for any such positions unless he or she is named on the Civil Service Certification or List pertaining to that position.

7. To the extent any other provision of this collective negotiations agreement conflicts with the provisions of this Section B this Section B shall control.

c. The terms of this Article shall expire on June 30, 1996.

d. This Article shall be interpreted and applied in accordance with applicable law.

### ARTICLE XXXIII

#### EFFECTIVE DATE AND DURATION OF AGREEMENT

This provision of this Agreement shall be effective July 1, 1994 and shall continue and remain in full force and effect to, and including, June 30, 1996, when it shall expire, unless an extension is agreed to by both parties, and expressed in writing, prior to such date. If either party wishes to terminate, amend, or otherwise modify the terms and conditions set forth herein, at the time of expiration, they must notify the other party, in writing, not less than sixty (60) days prior to such expiration date.

IN WITNESS WHEREOF, the Union and the County have executed this Agreement,

this            day of

INTERNATIONAL BROTHERHOOD OF  
PAINTERS, LOCAL NO. ~~374~~ 1007

District Council 711

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

COUNTY OF HUDSON

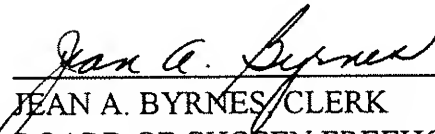
By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

STATE OF NEW JERSEY   )  
  : SS  
COUNTY OF HUDSON     )

BE IT REMEMBERED, that on this 24<sup>th</sup> day of March, Two Thousand,  
before me, the subscriber, a notary public personally appeared JEAN A. BYRNES, who  
being by me duly sworn according to law, on her oath says that she is the Clerk of the Board of  
Chosen Freeholders of the County of Hudson and that ROBERT C. JANISZEWSKI, is the County  
Executive, that he knows the corporate seal of said County of Hudson and that the seal affixed to the  
foregoing instrument is the seal of said County; that the said ROBERT C. JANISZEWSKI, as County  
Executive signed said instrument and affixed said seal thereto as his voluntary act and deed for the uses  
and purposes therein expressed, in attestation whereof, she the said JEAN A. BYRNES, as Clerk,  
subscribed her name thereto

  
\_\_\_\_\_  
JEAN A. BYRNES, CLERK  
BOARD OF CHOSEN FREEHOLDERS

Subscribed and sworn to

before me this 24 day

of March, 2000



**LUZ FELICIANO**  
NOTARY PUBLIC OF NEW JERSEY  
ID # 7220877  
MY COMMISSION EXPIRES AUG 2001